

# **Panda Cup 2022 Official Terms and Conditions**

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These are the Official Terms and Conditions (“Official Rules”) governing the Panda Cup tournament circuit (“Panda Cup”), which features events in various regions throughout North America. The Panda Cup is overseen by Panda Events, LLC. (“Panda”).

## **1. Panda Cup Overview**

The Panda Cup is a series of competitive tournaments held in various regions within and across Canada, the United States, and Mexico, using the games “Super Smash Bros. Ultimate” and “Super Smash Bros. Melee” from Nintendo Co., Ltd. (“Nintendo”).

The Panda Cup consists of the following three types of competitions (“Panda Cup Tournaments”):

The Panda Cup Online Qualifiers (“PCOnline”)

The Panda Cup Offline Tournament Stops (“PCStops”)

The Panda Cup Last-Chance Qualifier (“PCLCQ”)

PCOnline is a series of 32 online competitions for Super Smash Bros. Ultimate held in eight specified regional divisions around the United States, Canada, and Mexico which lead into eight regional qualifiers, and the winner of each regional qualifier will be qualified for PCFinale (subject to exceptions in accordance with these rules). PCStops are offline competitions held in the United States, Mexico, and Canada, and the specified number of top placers for Super Smash Bros. Ultimate and/or Super Smash Bros. Melee will be qualified for PCFinale (subject to exceptions in accordance with these rules). PCLCQ is an offline competition held the day before the Panda Cup Finale (“PCFinale”) in December 2022 and qualifies a to-be-announced number of top placers for Super Smash Bros. Ultimate and/or Super Smash Bros. Melee to the PCFinale (subject to exceptions in accordance with these rules).

The Panda Cup Finale (“PCFinale”) is scheduled to be held in December 2022 and will be an invitation-only event. The thirty-two (32) qualifiers for Super Smash Bros. Ultimate and the thirty-two (32) qualifiers for Super Smash Bros. Melee from the Panda Cup Tournaments will participate in PCFinale. These Official Rules will be updated to serve as the rules for the PCFinale once the dates and the place are finalized and announced.

## **2. Panda Cup Finale Qualification Details**

The PCFinale Qualifying Spots are awarded based on the following priority order: A player who has already earned a Qualifying Spot in Panda Cup Tournaments may participate in other Panda Cup Tournaments in which such Player is eligible to participate but will not be eligible to

qualify for another Qualifying Spot. In such an event, the Qualifying Spot will be awarded to a player in later placement positions (as defined below), but the player is entitled to keep any Prizes (as defined below) other than the Qualifying Spot.

### 3. Definitions

PCOnline: The series of competitive gaming online tournaments, beginning on July 3, 2022, and concluding on November 13, 2022. Each of the eight regions (as defined) within Canada, the United States, and Mexico have four Online Qualifier tournaments which award placement points (outlined below), and the 32 players with the highest number of placement points compete at the Regional Finals taking place between October 1, 2022 and November 13, 2022. The winners of each Regional Finals will be awarded Qualifying Spots to participate in the Panda Cup Finale, scheduled to be held in December 2022 (subject to adjustment pursuant to these Official Rules).

Based on the player's performance in the Online Qualifier, the Top 32 placers for the Regional Finals will be determined by a leaderboard totalling the points earned by the players, as defined by the table below.

Place	Points
1st	100
2nd	70
3rd	45
4th	30
5th	20
7th	12
9th	8
13th	6
17th	5
25th	4
33rd	3
49th	2
65th	1

PCStops: Beginning with Community Effort Orlando 2022 (CEO 2022), beginning June 24, 2022, a number of events will be designated as Panda Cup offline tournaments featuring Nintendo games Super Smash Bros. Ultimate and/or Super Smash Bros. Melee. Each tournament (listed below, subject to change) will award Qualifying Spots to the top-placing players, as indicated by the chart below. Each of these Qualifying Spots awards its holder participation in the Panda Cup Finale, to be held in December 2022 (subject to adjustment pursuant to these Official Rules).

Event list (subject to change):

CEO 2022, June 24-26, 2022. 3 Qualifying Spots for each game.

GOML 2022, July 1-3, 2022. 2 Qualifying Spots for each game.  
Smash Factor 9, July 29-31, 2022. 2 Qualifying Spots for each game.  
Almost Pro at PAX West, September 2-4, 2022. 1 Qualifying Spot for Super Smash Bros. Ultimate.  
Lost Tech City 2022, September 30-October 2, 2022. 3 Qualifying Spots for each game.  
The Big House 10, October 7-9, 2022. 3 Qualifying Spots for each game.  
Let's Make Moves Miami, October 28-30, 2022. 1 Qualifying Spot for Super Smash Bros. Ultimate.  
Saving Mr. Lombardi 3, November 12, 2022. 1 Qualifying Spot for Super Smash Bros. Melee.  
DreamHack Atlanta, November 18-20, 2022. 2 Qualifying Spots for each game.

PCLCQ: An offline tournament to be held on December 15, 2022 in which players can compete for a yet-unannounced number of Qualifying Spots for both Super Smash Bros. Ultimate and Super Smash Bros. Melee. Each player who earns a Qualifying Spot will qualify for the Panda Cup Finale (subject to exceptions in accordance with these rules).

Supplemental PCStops and PCLCQ Rules:

If a qualified player declines to participate, the Qualifying Spot will be transferred to the player with the highest placement in the event (e.g., the player ranked second in the event should the player who wins declines).

In the event there is a tie/s and there are two or more eligible players for a Qualifying Spot at any event, the following tiebreaker procedure is in place:

If one Qualifying Spot has two or more claimants: a single-elimination bracket of best-of-five sets is played out, seeded based on initial event seeding. The winner of this bracket claims the Qualifying Spot.

If two Qualifying Spots have three or more claimants: a double-elimination bracket of best-of-five sets is set up. If the number of claimants is not a power of two (2, 4, 8, etc), the players with the lowest initial seedings begin in Losers (leaving a power-of-two number of players in Winners). The players who make it to Grand Finals of this bracket claim the Panda Cup Finale spots.

If three Qualifying Spots have four or more claimants: a double-elimination bracket of best-of-five sets is set up. If the number of claimants is not a power of two (4, 8, etc), the players with the lowest initial seedings begin in Losers (leaving a power-of-two number of players in Winners). The two players who make it to Winners Finals and the one player who makes it to Losers Finals of this bracket claim the Panda Cup Finale spots.

Panda Cup Finale: The invitation-only event with prizes scheduled to be held in December 2022. Players in the Panda Cup Finale shall be the group of sixty-four (64) qualifiers from Panda Cup Tournaments, thirty-two (32) for Super Smash Bros. Ultimate and thirty-two (32) for

Super Smash Bros. Melee. These Official Rules will be updated to serve as the rules for the Panda Cup Finale once the dates and the place are finalized.

Panda Cup Tournaments: All Super Smash Bros. Ultimate and Super Smash Bros. Melee tournaments contained within the circuit, including all PCStops, PConline, and PCLCQ events.

Tournament Organizer: The entity responsible for organizing and hosting a Tournament.

Tournament Entities: Panda, affiliates, distributors, agents and any entity involved in the implementation, execution, prizing and prize fulfillment of the Panda Cup, including but not limited to Tournament Organizers.

#### **4. Tournament Dates**

The Tournament Dates are set forth in Exhibit A (the "Tournament Dates"), with additional tournament dates to be added or changed at Panda's sole discretion.

As a general rule, no substitute tournament shall be held if the Tournament is cancelled due to unavoidable circumstances.

#### **5. Tournament Rules**

All Tournaments will be conducted according to the Panda Cup Rules as set forth in Exhibit B (the "Tournament Rules").

#### **6. Tournament Seeding**

Tournament seeding is at the sole discretion of the Tournament Organizers for each individual event. These Official Rules will be updated once the tournament seeding for the Panda Cup Finale is finalized.

#### **7. Rules of Succession**

In the event a Winner of any of the Panda Cup Tournaments declines their Qualifying Spot, the Qualifying Spot shall be passed to the next highest ranked player in the event in which the declining player competed who is not otherwise qualified, following tiebreaker rules as set forth in "Supplemental PCStops and PCLCQ Rules" (above).

#### **8. Player Eligibility**

All Tournaments are open to all individuals 13 years old and older as of April 1, 2022. Any player at least 13 years old, but under the age of majority in the jurisdiction in which they live (a "Minor") (1) must have the permission of a parent or legal guardian to register for and participate in a Tournament, and (2) must be accompanied by a parent, legal guardian, or an individual

designated in writing by a parent or legal guardian at each Tournament in which the player participates.

All players eligible to participate in Panda Cup Tournaments will be referred to as “players.” All references to “player” shall include the player’s parent or guardian if the player is a Minor.

Employees, directors and officers, and their immediate families (spouses and siblings, parents and children and their spouses) of Panda, affiliates, distributors, agents and any entity involved in the implementation, execution, prizing and prize fulfillment of Panda Cup Tournaments are not eligible to participate in Panda Cup Tournaments, with the following exception:

The staff of a Tournament Organizer may participate in any other Tournament that is not organized by the Tournament Organizer for which they work/they are affiliated with. However, such staff will not be allowed to participate in any Tournament that is organized by the Tournament Organizer or Tournament organizing staff for which they work/they are affiliated with.

Only players who reside in the regions listed in “Exhibit C List of the Participating Regions” may participate in the POnline Tournament held in their corresponding area of residence. Players are not allowed to participate in the Tournament in regions outside of their residence. Once a player participates in a Tournament in the BLOCK corresponding to their area of residence, the player may not participate in a different Tournament block even if his/her residence changes during the period of the Tournament.

## **9. Agreed Conditions for Participation**

Players can find information regarding each Tournament at <https://pandacup.com>.

By participating in a Tournament, player hereby grants to Panda permission to record, videotape and photograph the player (“Player Images”). In addition, players shall provide his/her photographs, still or video image of his/her surroundings at the time of participation (e.g., residence) if they agreed to do so in advance. All Player Images will be owned by Panda. Player grants to Panda and each of its designees, the right to use, edit, adapt, post, stream, copy, display, perform, transmit, broadcast, and otherwise exploit Player Images, including any names (actual and player names), likenesses, voice, conversation and any other attributes of the player’s personality and appearance, individually or with others, in whole or in part, alone or in conjunction with other material, in any and all media now known or hereafter devised, in perpetuity throughout the world, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, without additional compensation, consideration, notification or permission, except where prohibited by law.

For the avoidance of doubt, players have no ownership interest in the live exhibition or recorded footage of their gameplay, all of which is owned by Panda and may be exploited by Panda in its discretion with no requirement to account to the player.

NOTE: SINCE THERE WILL BE NO REGISTRATION PROCESS FOR THE PANDA CUP FINALE, THIS SECTION SHALL BE AUTOMATICALLY APPLIED TO ALL PLAYERS. EACH PANDA CUP FINALE PARTICIPANT SHALL BE DETERMINED BY AND THROUGH THEIR PLACEMENT ON PANDA CUP TOURNAMENTS, AS PROVIDED IN THESE OFFICIAL RULES.

### **10. Agreement to the Official Rules**

By participating in a Tournament, the player fully and unconditionally agrees to and accepts these Official Rules, which incorporates the Tournament Rules (as set forth in Exhibit B), and the decisions of Tournament Organizer, which are final and binding in all matters related to the Tournament. Receipt of any prize is contingent upon the player's compliance with all of these Official Rules.

### **11. Panda Cup Code of Conduct**

Applicability.

All players are required to maintain respect for each other and all tournament personnel and spectators. This Code of Conduct applies to all players, tournament personnel, and all persons attending any invitational event and/or any stage of the Panda Cup. In all cases, players agree to be bound by the decisions of Panda, the Tournament Organizer and their authorized representatives, and such decisions shall be final and binding in all respects.

Prohibited Behavior.

Prohibited behavior includes, but is not limited to, the following:

Swearing, screaming or threats;

Harassment (as defined below) or intimidation of any other player, tournament personnel or spectator, either in person or through any online channels;

Physical or cyberviolence;

Collusion;

Cheating of any sort through any means, whether currently known or unknown, which may include, without limitation, use of external software that directly tampers with the game software to gain any kind of advantage or to create a disadvantage to other players in the game, MOD and tampering game software by the use of a tampering patch;

Interference with any infrastructure for the tournament, including gaming equipment/hardware, game servers (including the misuse or hacking of game servers) or facilities provided for the tournament;

Intentionally delaying, slowing or manipulating gameplay;

Intentionally disconnecting network cables or attempting to interfere with another player's connection to the game service through Distributed Denial of Service ("DDoS") or any other means;

Intentionally interrupting network connectivity;

Disobeying or showing noticeable or disruptive dissent at the reasonable instructions or requests of the Tournament Organizer or tournament personnel;

Players will adhere to all health and safety protocols outlined by Tournament Organizers or within player agreements for the duration of an event when applicable. Posting violations to social media will result in immediate expulsion from the event and a forfeiture of appearance fee if applicable;

Any other known or unknown manner of tampering with gameplay;

Personal conduct, whether inside or outside of tournaments, that, in Panda's sole discretion, reflects or may reflect badly on the Super Smash Bros. community, including communications on social media; and

Players may not disclose or divulge to any third party, by any means whatsoever, any communication they have with Tournament Organizers or Panda staff. This includes, but is not limited to, (a) emails, voicemails, and direct messages on social media and communication services, and (b) disclosing or screen-sharing communications with Panda staff and tournament organizers in the player stream.

Any other conduct deemed offensive or inappropriate, at Panda's sole discretion.

"Harassment" includes but is not limited to: (i) threats of physical violence, (ii) insults related to the Panda Cup competition or any player, event personnel or event attendee, (iii) offensive statements or actions related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, and/or religion; (iv) sexual images in public spaces, (v) deliberate intimidation including but not limited to stalking or following, (vi) harassing photography or recording, (vii) sustained disruption of talks or other events, and (viii) inappropriate physical contact and unwelcome sexual attention. Harassment should be reported to the Panda team immediately.

Insults are punishable (ix) whenever they are made, including but not limited to insults made during tournament matches, and (x) whether they are made in-person and/or electronically, including but not limited to text messages, blog postings and/or social media.

#### Penalties and Enforcement.

Anyone who violates this Code of Conduct may be punished as set forth herein. The determination whether a violation of this Code of Conduct has occurred will be made by Panda in its sole discretion based upon the available facts, including but not limited to public reports and witness statements, if any. Discipline will be enforced on an escalating basis. Persons engaged in any of the activities described in the foregoing section will face increased penalties for multiple violations.

Anyone who violates this Code of Conduct, may: (xi) be immediately excluded and/or disqualified from the applicable tournament and forfeit all potential prizes at the discretion of

Panda or the Tournament Organizer; and/or (xii) forfeit any applicable appearance fee(s). Furthermore, extreme statements and/or threats of physical violence are strictly prohibited and may trigger more severe penalties in Panda's sole discretion, including but not limited to (xiii) exclusion from all future Panda events, Panda Cup Tournaments, and/or tournament venues; and/or (xiv) criminal prosecution.

In addition to any actions taken by Panda, Tournament Organizers may penalize, ban or suspend players in accordance with their own policies.

#### Sponsorship Restrictions.

Players may not display, advertise, or otherwise promote in any manner sponsorship, endorsement or other commercial affiliation with or by adult content sponsors, such as pornographic websites or companies that manufacture, sell, distribute or market cigarettes or vaporizers (e-cigarettes), drugs, alcohol, guns or other weapons. For the avoidance of doubt, players may not wear clothes, hats, jewelry or any other item promoting adult content, drug, tobacco and/or alcohol brands, regardless of sponsorship or affiliation.

Players acknowledge and agree that Panda and the Tournament Organizer each reserves the right, at its sole discretion, to prohibit a player from displaying, advertising, or otherwise promoting in any manner sponsorships, endorsements or other commercial affiliation with or by any enterprise offering any products or services in the same market categories as any official Panda commercial sponsorship advertiser; provided, however, that during tournament play players may utilize any game controller of their choice, pursuant to tournament rules.

**IMPORTANT NOTICE: ANY DELIBERATE ATTEMPT TO DAMAGE ANY TOURNAMENT OR Panda-RELATED WEBSITE OR EQUIPMENT, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF A TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IN THE EVENT OF SUCH AN ATTEMPT, Panda AND THE TOURNAMENT ORGANIZER EACH RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY INDIVIDUAL(S) INVOLVED, AND TO PURSUE ALL REMEDIES AVAILABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **12. Prizes**

Each cash prize (a "Cash Prize") and any other prizes awarded to Participating Players, including any amounts paid or reimbursed by Panda for Transportation and Accommodations (defined below) to the player, shall be collectively referred to as a "Prize" or "Prizes".

In Panda's sole discretion and subject to applicable law, Prizes may be awarded in accordance with (i) the laws and the regulations of the country or region (a) in which they are awarded, or (b) a player receiving a prize resides, and/or (ii) specific rules of the organization, including Panda or the Tournament Organizer to which tournament officials belong. There may be



instances where the full amount is not awarded. In such cases, the players shall be appropriately notified by the Tournament Entities.

Winners of PConline events:

There will be no cash prize awarded by Panda in the PConline competitions.

Winners of PCStops events:

There will be no cash prize awarded by Panda in the PCStops competitions. The Tournament Organizers of the PCStops events may distribute cash prizes based on the results, but Panda does not take part in this.

Winners of the PCLCQ:

There will be no cash prize awarded by Panda in the PCLCQ.

The Winner of the Panda Cup Finale:

These Official Rules will be updated to reflect the Cash Prize for the Participating Players (defined below) in the Panda Cup Finale once the amount is finalized.

In addition, all players who earned Qualifying Spots to participate in the Panda Cup Finale ("Participating Players") shall receive from Panda Transportation and Accommodations, which shall consist of: (1) one round-trip coach-class air transportation for the Participating Players, originating from an airport of Panda's choice near the Participating Players' primary residence to the Panda Cup Finale location in December 2022 (schedule is currently under adjustment) (approximate retail value ("ARV") ranging from \$300 to \$2,000; average ARV \$890); (2) maximum of four (4) nights' hotel accommodations for the Participating Players, consisting of one (1) room, based on double occupancy (meals, telephone calls, tips, gratuities, and other incidentals and costs are not included) (ARV of \$800); and (3) round-trip transportation between the airport and hotel (ARV of \$100). The total number of nights of hotel accommodations for each Participating Player shall be individually determined by Panda at its sole discretion and may be reduced.

The ARV of any Prize is subject to change based on current market conditions at time of Prize fulfillment, the time of travel, and the distance between departure location and the Panda Cup Finale location. Any difference between the ARVs and the actual values, if any, will not be awarded. The Participating Players must possess valid travel documents to travel. Panda reserves the right to substitute ground transportation in lieu of air transportation if the Participating Player resides within 100 miles of the Panda Cup Finale, and no substitution will be provided for any difference in ARV.

Notwithstanding anything to the contrary in these Official Rules, the Prizes that can be received by a player may be limited on account of the laws and regulations of the country or region in which the Prize recipient resides, or the rules of an organization to which the recipient belongs.

Additional prizes may be added at Panda's sole discretion. Additional prizing is not guaranteed. For updates on additional prizing, please visit <https://pandacup.com>

### **13. General Prize Restrictions**

Players are not eligible to qualify for multiple Qualifying Spots. Participating Players must be able to travel to the Panda Cup Finale during December 2022 (the dates and details shall be available at a later date). Dates for travel are subject to change in Panda's sole discretion. If the Participating Player is a Minor, he/she must be accompanied by his/her parent or legal guardian under the same terms and conditions as the Participating Player. A parent or legal guardian of the Participating Player shall stay with the Participating Player in the same hotel room provided by Panda. Round trip transportation for a parent or legal guardian will be provided by Panda. If a Participating Player is not available, able or willing to travel on or before the dates specified by Panda, Participating Player's privileges will be terminated, the Transportation and Accommodations will be forfeited and the next eligible player determined by Panda shall be invited to participate in the Panda Cup Finale. Panda is not responsible for any additional transportation and/or accommodation expenses incurred by a Participating Player if a Participating Player travels before or after the dates specified by Panda.

All costs and expenses not specifically listed in Section 12 above as part of the Prizes, including, without limitation to meals, snacks, beverages, mini-bar, entertainment, tips, gratuities, souvenirs, personal expenses, incidentals, damage to hotel rooms, baggage fees, travel insurance, visa related costs, departure taxes and fees, any equipment to be used in connection with the Prizes, and the like, are solely the responsibility of the Participating Player. The Prizes are provided "as is".

Panda will determine the airline and hotel in its sole discretion. Participating Players under the age of majority must travel on the same itinerary as his/her parent or legal guardian. Travel restrictions, conditions and limitations may apply. Travel arrangements are subject to availability and must be roundtrip. The Tournament Entities shall not be responsible for any damage to baggage or any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of the services and accommodations necessitated.

Player's whose placement at Tournaments has resulted in the award of any prizes shall be required to execute an Affidavit of Eligibility and Liability/Publicity Release, a Form W-9, Form W-8BEN, or such other applicable tax information form as disseminated by the Internal Revenue Service and any required payment information forms ("Participating Player Forms") within Panda's ten (10) business days of player's determination of eligibility to receive an award in order to receive payment for Cash Prizes. If a player (or a minor player's parent or legal

guardian) fails or refuses to sign and return all the Participating Player Forms within ten (10) business days of player's determination of eligibility to receive an award, the player may be disqualified. In the event a player is disqualified, Panda reserves the right, but not the obligation, to award the affected Cash Prize to the player that last lost to the disqualified player. For Prizes that are not cash, within thirty (30) business days of receiving an executed copy of the Winner Forms, Panda or Tournament Organizer, as the case may be, shall deliver and/or ship to the player the applicable Prize(s). For Cash Prizes, Panda will deliver to the player the applicable Cash Prize(s) within sixty (60) days of receiving an executed copy of all the Participating Player Forms. Failure to take delivery of any Prize may result in forfeiture, and such prize may be awarded to an alternate player. Prizes may not be transferred or assigned until after a player has complied with all his/her obligations under these Official Rules. No cash or other substitutions may be made, except by Panda or Tournament Organizer as the case may be (for Cash Prizes), who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by respective organizations at their sole discretion.

By participating in a Tournament, players acknowledge that Tournament Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that each player will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prize(s) won by him/her.

Players will be responsible for all taxes (including but not limited to federal, state, local and/or income) on any Prize won and on the value of any items or value transferred to the player by Panda or Tournament Organizer, as the case may be, and will be required to provide his/her Social Security number or Foreign tax identification number, IRS Form W8BEN, IRS Form W8BEN-E, IRS Form W9, or equivalent information for tax reporting purposes (as determined in Panda's sole discretion, at a time to be determined in Panda, and which may be prior to participation in a particular Tournament or the Panda Cup Finale or prior to receipt of any Prize by player). Panda or Tournament Organizer, as the case may be, will file an IRS Form 1099 and/or 1042 or equivalent tax withholding documentation with the Internal Revenue Service for the retail value of any Prize or other items of value transferred to the player by Panda or Tournament Organizer, in accordance with IRS requirements. Panda or Tournament Organizer, as the case may be, may also share such documentation with a state or local government agency as required by law. Refusal or failure of a player to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number or Foreign tax identification number, IRS Form W8BEN, IRS Form W8BEN-E, IRS Form W9, or equivalent information), as determined by Panda in its sole discretion, will result in the player forfeiting the Prize(s) and an alternate player being selected in accordance with the Official Rules. Panda or Tournament Organizer, as the case may be, shall comply with all IRS withholding requirements applicable to Prizes awarded to non-U.S. residents at the time the Prizes are awarded. With respect to the Cash Prizes, Panda will award Cash Prizes subject to any applicable withholding taxes, and the amount of the Cash Prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the Cash Prize. Participating Players who do not claim the Cash Prize, or satisfy the information or documentation

requirements within six (6) months of the close of a Tournament or such earlier time as designated by Panda, are void, and Panda shall have no further liability or responsibility to such player(s) in connection with the Cash Prizes.

#### **14. Limitations of Liability; Releases**

Panda OR TOURNAMENT ORGANIZER, AS THE CASE MAY BE, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE TOURNAMENT GAME SOFTWARE, EQUIPMENT, OPERATION OF THE TOURNAMENT, OR PRIZING, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION.

As between the players and the Tournament Entities, the Tournament Entities shall not be responsible for any of the following:

incorrect or inaccurate information whether caused by users or by any of the equipment or programming associated with or utilized in a Tournament or by any technical or human error which may occur in the processing of a player's registration or gameplay;

any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access which may result in alteration of gameplay or game results;

any problems or technical malfunction of any network or lines, servers or providers, equipment, or software, including any injury or damage to player resulting from participation in a Tournament;

injuries or losses to a player's person or property arising or resulting from participation in a Tournament;

any acts or omissions by Tournament Entities or their employees, whether negligent or willful, in the conduct of the Tournament;

any equipment or software malfunction; or

the inability to complete a game due to any technical malfunction.

Panda or Tournament Organizer, as the case may be, and at its sole discretion, may require the replaying of any game, match, Tournament, or declare any of the foregoing null and void by reason of any technical or other system error. If for any reason a Tournament or any portion thereof is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other causes beyond the control of Panda or Tournament Organizer, as the case may be, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Tournament or any portion thereof, Panda or Tournament Organizer, as the case may be, reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Tournament or any portion thereof. Without limiting the generality of the foregoing, in the event that Panda or Tournament Organizer, as the case may be, determines, at its sole discretion, that any individual game,

match, or Tournament, has been tampered with or that the validity of any game, match, or Tournament has been compromised for any reason, it may eliminate that game or match, and conduct the Tournament on the basis of the remaining game, match, or Tournament. In the event that any individual is adversely affected in a game, match, or Tournament by any technical or equipment malfunction, Panda or Tournament Organizer, as the case may be, reserves the right to schedule a special game, match, or Tournament among any such competitors so adversely affected. In the event of any cancellation, termination, modification or suspension of the Tournament or any portion thereof, Panda will post a notice at <https://pandacup.com>.

In consideration of being permitted to participate in or attend the Tournament, each player, and each player's parent or legal guardian if player is a Minor, warrants, represents, acknowledges and agrees that player is at least 13 years old, understands the risks associated with the Tournament, is physically fit and in good health, has no physical or mental issues that would hinder participation in any activities of the Tournament and is sufficiently trained and experienced to understand the risks involved in the Tournament. Player, and player's parent or legal guardian if player is a Minor, on behalf of player and each of player's successors, heirs and assigns, unconditionally and irrevocably waives liability, releases, promises never to sue, forever discharges and relinquishes any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs, that player may incur or otherwise have against Panda and Tournament Organizer and their respective subsidiaries, parents, affiliates, hosts, sponsors, advertisers and each of their respective owners, officers, shareholders, directors, employees and agents ("Released Parties"), arising from or related to player's participation in the Tournament, including, without limitation, any claims arising from or related to:

actions or omissions of any of the Released Parties, other players, or other third parties;  
inadequacy of any training or supervision;  
failure to investigate, keep safe or to warn of hazards known or unknown;  
any defect in or failure of the operation, installation, manufacture, and/or design of any equipment or stage sets;  
conditions on or about any event premises;  
breach of any implied or express warranty and/or representation of any Released Party;  
travel, transportation or accommodations;  
weather conditions;  
any prize award, including, without limitation, the receipt or use or misuse of any prize;  
the exercise of the rights granted herein including, without limitation, from any liability for violation of rights of privacy, publicity, defamation, emotional distress or any similar right; and/or any other operations associated with the Tournament, and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of negligence and gross negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relieve or otherwise, and whether now known or unknown or suspected or unsuspected.

**BY ENTERING AND PARTICIPATING IN A TOURNAMENT, PLAYERS AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM**

ANY AND ALL CLAIMS, DEMANDS, DAMAGES, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (INCLUDING SETTLEMENTS) FOR ANY INJURIES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH, OR LOSS OR DAMAGE OF ANY KIND, ARISING FROM OR IN CONNECTION WITH THESE OFFICIAL RULES, THE TOURNAMENT, ATTENDANCE AT ANY TOURNAMENT, OR ANY PRIZE, OR ANY OTHER MATTER OR ACTIVITY DIRECTLY OR INDIRECTLY RELATED TO THE TOURNAMENT, INCLUDING BUT NOT LIMITED TO LIBEL, SLANDER, DISPARAGEMENT, DEFAMATION, COPYRIGHT INFRINGEMENT, INVASION OF PRIVACY, PIRACY, PLAGIARISM, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. THIS OBLIGATION SHALL CONTINUE BEYOND THE TERM OF THE TOURNAMENT.

### **15. Governing Law; Disputes**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, player's rights and obligations, or the rights and obligations of Panda in connection with the Tournament, shall be governed by, and construed in accordance with California law without regard to choice of law or conflict of law rules.

Under no circumstances will any player be permitted to and player hereby waives all rights to claim or recover punitive, incidental, consequential and/or special damages or any other damages (other than out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.

Any dispute arising under or relating to these PANDA CUP 2022 OFFICIAL TERMS AND CONDITIONS or player's relationship with Panda shall be finally settled by binding arbitration between player and Panda. Player, or player's parent or legal guardian if player is a Minor, and Panda agree to attempt in good faith to resolve any dispute before commencing arbitration. Unless player and Panda otherwise agree in writing, the time for informal negotiation will be sixty (60) days from the date on which player or Panda provides written notice of the dispute. Player and Panda agree that neither will commence arbitration before the end of the time for informal negotiation. If informal negotiation is not effective, arbitration shall be conducted as follows:

The arbitration will be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>) or by calling JAMS at (800) 352-5267, and shall be conducted in Los Angeles, California by JAMS before a single arbitrator. However, if the amount in dispute is US\$25,000 or less, any arbitration hearing will be held by telephone unless the arbitrator finds good cause to hold an in-person hearing instead.

Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Official Rules. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Players' arbitration fees and players' share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

PLAYER, AND PLAYER'S PARENTS AND LEGAL GUARDIAN IF PLAYER IS A MINOR, UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, PLAYERS ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY AND ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, PLAYER, AND PLAYER'S PARENTS AND LEGAL GUARDIAN, UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE AWARD (DECISION) WILL BE BINDING AND FINAL. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.

Player further understands that, in some instances, the costs of arbitration could exceed the costs of litigation. Further, all parties understand that the right to discovery may be more limited in arbitration than in court.

Neither player nor Panda will participate in a class action or class-wide arbitration for any claims arising under or related to these Official Rules, or player's relationship with Panda. If the prohibition against class actions above is found to be unenforceable, then all of the preceding language in this Section 15 will be null and void with respect to player, and any ongoing or future dispute will be submitted to a court of competent jurisdiction within the County of Los Angeles, California, USA, to the exclusion of arbitration. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to player by Company under or related to these Official Rules.

This Section 15 will survive the termination of Player's relationship with Panda.

## **16. Sponsor**

The Tournament Organizer for each Tournament shall be the sponsor/administrator/organizer of its respective Tournament for the purposes of fulfilling all such sponsor/administrator/organizer obligations under any applicable contest law, including, but not limited to, disclosure obligations.

## **17. Reserved Rights**

Panda reserves the right, in its sole discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of the Official Rules for any reason. Such changes will be effective with or without prior notice. The most current version of the Official Rules is posted at <https://pandacup.com>.

#### **18. Prioritized Version**

The English version of these Official Rules will be the prioritized version.



## EXHIBIT A

### TOURNAMENT DATES

(Tournaments and dates are subject to change)

#### Panda Cup Offline Tournaments (“PCStops”)

CEO 2022 - June 24-26, 2022. 3 Qualifying Spots for Super Smash Bros. Ultimate and Super Smash Bros. Melee. <https://start.gg/tournament/ceo-2022-fighting-game-championships/details>

GOML 2022 - July 1-3, 2022. 2 Qualifying Spots for Super Smash Bros. Ultimate and Super Smash Bros. Melee. <https://www.start.gg/tournament/get-on-my-level-2022/details>

Smash Factor 9 - July 29-31, 2022. 2 Qualifying Spots for Super Smash Bros. Ultimate and Super Smash Bros. Melee. <https://www.start.gg/tournament/smash-factor-9-1/details>

Almost Pro at PAX West 2022 - September 2-4, 2022. 1 Qualifying Spot for Super Smash Bros. Ultimate. <https://www.start.gg/tournament/pax-west-2022-arena/details>

Lost Tech City 2022 - September 30-October 2, 2022. 3 Qualifying Spots for Super Smash Bros. Ultimate and Super Smash Bros. Melee. <http://www.start.gg/losttechcity2022/details>

The Big House 10 - October 7-9, 2022. 3 Qualifying Spots for Super Smash Bros. Ultimate and Super Smash Bros. Melee. <https://www.start.gg/tournament/the-big-house-10/details>

Let’s Make Moves Miami - October 28-30, 2022. 1 Qualifying Spot for Super Smash Bros. Ultimate. <https://www.start.gg/tournament/let-s-make-moves-miami/details>

Saving Mr. Lombardi 3 - November 12, 2022. 1 Qualifying Spot for Super Smash Bros. Melee. <https://www.start.gg/tournament/saving-mr-lombardi-3/details>

DreamHack Atlanta 2022 - November 18-20, 2022. 2 Qualifying Spots for Super Smash Bros. Ultimate and Super Smash Bros. Melee. <https://dreamhack.com/atlanta>

#### Panda Cup Last-Chance Qualifier Tournament (“PCLCQ”)

Last-Chance Qualifier - December 15, 2022. TBD number of Qualifying Spots for Super Smash Bros. Ultimate and Super Smash Bros. Melee. (Registration link TBD)

#### Panda Cup Online Qualifier Tournaments (“PCOnline”)

All online qualifiers are listed out at

<https://www.start.gg/league/the-panda-cup-online-qualifiers/schedule>.

EXHIBIT B  
TOURNAMENT RULES

Game rules for Super Smash Bros. Ultimate:  
<https://pandacup.com/files/ultimate-ruleset.pdf>

Game rules for Super Smash Bros. Melee:  
<https://pandacup.com/files/melee-ruleset.pdf>

EXHIBIT C  
LIST OF THE PARTICIPATING REGIONS

The Panda Cup Online Qualifiers (“PCOnline”) events are divided by region across Canada, the United States, and Mexico. Full details of each region’s schedule can be found at <https://start.gg/pandacup>.

These regional divisions are as follows:

Heartland - Illinois, Indiana, Michigan, Ohio, Ontario (Ca), Wisconsin

Mexico - Full country

Mid-Atlantic USA - Delaware, Maryland, New Jersey, Pennsylvania, Virginia, Washington D.C., West Virginia

Northeast NA - Connecticut, Maine, Massachusetts, New Brunswick (Ca), Newfoundland and Labrador (Ca), New Hampshire, New York, Nova Scotia (Ca), Prince Edward Island (Ca), Rhode Island, Vermont

Northwest NA - Alaska, Alberta (Ca), British Columbia (Ca), Idaho, Iowa, Manitoba (Ca), Minnesota, Montana, Nebraska, North Dakota, Northwest Territories (Ca), Nunavut (Ca), Oregon, Saskatchewan (Ca), South Dakota, Washington, Wyoming, Yukon (Ca)

South Central USA - Alabama, Arkansas, Colorado, Kansas, Kentucky, Louisiana, Mississippi, Missouri, New Mexico, Oklahoma, Tennessee, Texas

Southeast USA - Florida, Georgia, North Carolina, South Carolina

Southwest USA - Arizona, California, Nevada, Utah